

## **PERSONNEL CABINET CONFIDENTIALITY AGREEMENT SECOND FLOOR ACCESS**

This Confidentiality Agreement ("Agreement") is made and effective the day of \_\_\_\_\_, \_\_\_\_\_ by and between **PERSONNEL CABINET, DEPARTMENT FOR EMPLOYEE INSURANCE** ("Discloser") and an **employee or representative** of **FINANCE and ADMINISTRATION CABINET, Department for Facilities and Support Services**, ("Recipient"). Whereas, it is understood and agreed to that the Discloser will permit the Recipient's authorized employees a limited right of entry to the Department for Employee Insurance located at the State Office Building, 501 High Street, 2<sup>nd</sup> Floor, Frankfort, Kentucky 40601. To ensure the protection of such information and in consideration of the agreement to permit access to said information, the parties agree as follows:

1. It is understood that the Recipient's authorized employees are permitted a limited right of entry to Department for Employee Insurance, State Office Building, 501 High Street, 2<sup>nd</sup> Floor, Frankfort, Kentucky 40601 emergency and regularly scheduled general maintenance and repair. The 2<sup>nd</sup> floor State Office Building, is a protected and secure floor
2. Confidential Information is defined as any and all Personnel information and data including but not limited to any and all unique, proprietary, individually identifying personnel information and data whether in an electronic, paper or any other format, which is created, obtained or maintained by the Personnel Cabinet, Department for Employee Insurance by and through the administration of the Kentucky Employees Health Plan (KEHP).
3. Said Confidential Information is created, obtained or maintained by the Personnel Cabinet, Department for Employee Insurance and considered property of the Personnel Cabinet. Further, the Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Discloser pursuant to this Agreement.
4. Recipient understands and agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold acquired Confidential Information in strict confidence and not disclose said Information to any third party, without the express prior consent of the appropriate authority(s) in the Personnel Cabinet.
5. Recipient further understands that accessing or releasing Confidential Information or causing Confidential Information to be accessed or otherwise released on individuals, employees of the Commonwealth, or any third party would constitute a violation of this agreement.
6. This Agreement shall terminate upon conclusion of the mutual determination of the parties. However, the Recipient's duties and obligations under this Agreement shall survive termination.
7. Recipient understands and agrees to abide by the requirements for protected health care information as described by the Electronic Code of Federal Regulations (e-CFR) Title 45: Public Welfare Part 164 – Security and Privacy under Health Insurance Portability and Accountability Act (HIPAA) of 1996. Furthermore, Recipient understands and agrees to abide by the HIPAA Business Associate Agreement executed by these same parties concerning Protected Health Information of the Commonwealth of Kentucky, Personnel Cabinet, Department for Employee Insurance by and through the administration of the Kentucky Employees Health Plan (KEHP). The Personnel Cabinet, Department for Employee Insurance, HIPAA Privacy and Security Policies Said policies are available for review on the Personnel Cabinet website <http://personnel.ky.gov/benefits/dei/hipaa.htm> and incorporated by reference into this agreement.
8. Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser, the employees of the Commonwealth or third parties, for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

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Printed Discloser Name

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Discloser Signature

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Date

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Printed Recipient Name

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Recipient Signature

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Date